

**South Carolina Department of Social Services  
ABC Child Care Program  
LEVEL C PROVIDER AGREEMENT**

**AS A CONDITION OF PARTICIPATION AND PAYMENT, I UNDERSTAND AND AGREE THAT:**

- participation in the South Carolina Department of Social Services ABC Child Care Program (DSS ABC) is voluntary.
- this Agreement shall not be assigned or transferred. I will immediately notify DSS ABC of any changes in ownership of my facility including any management agreements. Failure to notify DSS ABC of the sale of my facility will render this agreement null and void.
- all information provided on the Participating Provider Enrollment Form and the attached Rate Certification Form is incorporated as a part of this Agreement.
- this Agreement shall be in effect for a period of two years from \_\_\_\_\_. The Agreement may be canceled for cause or convenience upon written notification from the initiating party and receipt by the other party.
- the South Carolina Department of Social Services (DSS), upon notification to the provider and at its discretion, may amend this Agreement. Once notified in writing by DSS of any amendments to the Agreement, the Agreement shall be deemed modified to conform therewith.
- the provisions of this Agreement and performance hereunder are subject to all applicable laws, regulations, ordinances, and codes of the federal, state and local governments. All terms of the Agreement shall be construed in a manner consistent with the aforesaid laws, regulations, ordinances and codes; and should it appear that any of the terms hereof are in conflict with any of the aforesaid laws, regulations, ordinances and codes, then the terms hereof which conflict therewith shall be deemed inoperative and null and void to the extent of the conflict and shall be deemed modified to conform therewith.
- I will comply with Public Law 103-227, Part C, Environmental Tobacco Smoke Act, also known as the Pro-Children Act, which prohibits smoking in any indoor facility used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 years.
- if any dispute shall arise under the terms of this Agreement, the sole and exclusive remedy shall be the filing of a notice of appeal within 30 calendar days of receipt of written notice of the DSS action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with DSS regulations R. 126-150, et seq., Code of Laws of South Carolina (1976, as amended), Volume 27, and in accordance with the Administrative Procedure Act, Section 1-23-380, Code of Laws of South Carolina (1976, as amended).
- no new ABC children will be allowed to connect to my facility during an appeal with DSS ABC or Child Care Licensing. However, I may continue serving current children unless the health and safety of the children are jeopardized.

**License in Good Standing**

- the facility shall be and shall be and must remain properly licensed, registered or approved at all times, as required, by state or federal law regulations and meet all applicable state and local health and safety requirements in order to provide services under this Agreement.
- if the facility is exempt from being licensed or registered and from meeting all applicable state and local health and safety requirements, I must provide DSS ABC a written statement to this effect from the state or federal regulatory agency.
- I must maintain a SC Department of Social Services (DSS) regulatory status in good standing. Regulatory status in good standing is defined as having:
  1. no deficiencies involving supervision, compliance with ratios, or health and safety violations that pose substantial threat to the health or safety of the children;
  2. no current fire deficiencies, unless an extension has been granted by the State Fire Marshall's office;
  3. no current health or sanitation violations from the SC Department of Health and Environmental Control (DHEC) that would result in major construction or repairs, or environmental issues that could result in health risks to children; and,
  4. at least one caregiver with cardiopulmonary resuscitation (CPR) certification and pediatric first aid certification who is on-site at all times when children are in care.

- I shall notify the DSS ABC Child Care Licensing in writing of any investigation or inquiry by Child Welfare Services about suspected, or actual, child protective services violations within one working day of its notice of the investigation or inquiry. Additionally, I shall notify DSS ABC of any investigation or inquiry initiated by any governmental facilities concerning possible violation of health and safety laws or regulations within the same time requirement. Copies of the written results of the investigations or inquiries must be provided to DSS ABC within three working days of receipt of this information. Failure to provide the required information may be grounds for termination of this Agreement.

### Service Costs, Payment and Client Fees

- the actual rate charged for children under this Agreement to include the Registration Fee shall not exceed the actual rates charged to all other children except when there are different actual rates charged for different ages within care types. When there are different actual rates charged for different ages within care types, DSS ABC will pay up to the highest rate charged within a care type for the care type.
- any available discounts will be extended to children covered under this Agreement to the same extent and in the same manner as all other children.
- if the actual rates charged to private paying clients exceeds the maximum rate paid by DSS ABC, I may collect the difference from the client, in addition to the client fee.
- the client fees established by DSS ABC shall be collected from each client whose child is covered under this Agreement in advance of service delivery. **DSS ABC assumes no responsibility for collection or payment of client fees including any additional assessed client fees charged by my program.**
- requested changes in the negotiated service rates shall be submitted to DSS 60 days prior to the effective date of the increase. DSS ABC has the sole and exclusive rights to accept or reject any change in the service rate.
- all services provided and claims submitted shall be in accordance with 45 CFR 98 (1998), Provider Business Procedures issued by DSS ABC, and all applicable federal and state laws, rules and regulations.
- I understand that claims for payment shall be honored by DSS ABC only for active eligible clients as verified by the child care provider and authorized by DSS ABC.
- I understand and agree that DSS ABC may not honor payment vouchers for service units submitted by me which are more than 60 calendar days later than the service ending dates. DSS ABC shall not be liable for payment of vouchers submitted by me that exceed this time frame.

### Child Care Records

- the following records shall be maintained for each child under this Agreement and that such **records shall be retained from the time of enrollment until the facility has been monitored and records reviewed, or for a period of three years.**
  - daily attendance – maintained in support of payment vouchers submitted to SCDSS Payment Voucher (SVL)
  - copies of payment vouchers – Service Vouchers Log (SVL)
- I shall report absences as they occur, **and** failure to report will result in recoupment of funds.
- I shall notify DSS ABC if a child misses 10 consecutive days without a waiver. I shall discontinue billing the DSS ABC Child Care Program if the child does not return on the 11<sup>th</sup> day.
- if I continue to serve a client beyond the allowable number of absences for the child, DSS will recoup funds.
- current immunization records shall be maintained for each child covered under this Agreement from the time of enrollment through the duration of the child's care.
- records and/or reports requested by DSS ABC shall be furnished upon request.
- during normal business hours, DSS ABC, and/or their designee shall have access to all required records under this Agreement. They shall have the right to examine and make copies, excerpts or transcripts from all records unless otherwise precluded by federal or state law, contact and conduct private interviews with provider employees and do on-site reviews of all matters relating to this Agreement.

### Discontinuation of Service to Clients

- once accepted by a client, I shall not discontinue services to any child without prior notification to DSS ABC Child Care Program. Such notification must include the reason for requested discontinuation, such as failure to pay any client fees, and must be properly documented.
- I shall be notified if DSS ABC terminates services to a client and that I shall be reimbursed only for services provided to the child until the effective termination date given by DSS ABC. I must report any absences to the DSS ABC Child Care Program.

### General Issues

- I shall safeguard the use and disclosure of information concerning applicants for or recipients of services in accordance with all applicable federal and state laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.
- the DSS ABC Child Care Program shall maintain a record of substantiated parental complaints and shall make information regarding such parental complaints available to the public upon request.
- DSS ABC assumes no responsibility with respect to accidents, illness or claims arising out of any work undertaken with the assistance of funds paid under this Agreement, that I shall take necessary steps to insure or protect myself, my clients and my personnel, and that I agree to comply with all applicable local, state and federal acts, rules and regulations.
- I agree to comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 when center-based and group home care are provided.
- if I receive 80 percent or more of my operating budget from state and federal funds, I shall not discriminate as to religion in the admission of any child or in the employment of personnel, in accordance with Federal Law, CCDF Regulation 98.46(c) and 98.47(c).
- I will to serve any children enrolled through this Agreement only at the facility and address enrolled.
- I will to notify DSS ABC of any intentions to relocate my facility at least 30 days prior to the move and that I shall not serve any children under this Agreement at the new location/facility until it has met regulatory requirements and been enrolled by DSS ABC.
- I will maintain a working LAN telephone at my facility at all times, and immediately notify DSS ABC of any change in the telephone number. Cell phone may be used in **addition** to the LAN line.
- if I fail to maintain my enrollment status for any reason, I cannot reapply for enrollment in the DSS ABC Program voucher program for a minimum period of six calendar months from the date of termination or de-enrollment.

**I certify that I have read, understand and agree to all terms and conditions of this Agreement and the enrollment information I have furnished is true, accurate and complete.**

Child Care Provider: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Owner or Authorized Agent of Owner

Name of Facility/Provider: \_\_\_\_\_

Federal ID/Social Security Number: \_\_\_\_\_ County: \_\_\_\_\_